

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FIRST AMENDMENT OF OIL, GAS AND MINERAL LEASES

THE STATE OF TEXAS

COUNTY OF TARRANT

WHEREAS, on the 26th day of April, 2006, Robert Haltom; Jane Haltom Cote; Dana Haltom Freese; June Morton McAllister, individually and as Independent Executrix of the Estate of Theodore F. Morton, Jr.; Theodore F. Morton III; Edwin Morton; Cara Morton; Julia Morton Huber; Hazelwood Partners, L.P., a Texas limited partnership; Edna Hibbitts; Edna Wright; William Porter Hibbitts; and John M. Hibbitts (hereinafter sometimes collectively referred to as "Lessor") and Dale Resources, LLC entered into two certain Oil, Gas and Mineral Leases (the "Leases") covering the lands therein described located in Tarrant County, Texas; and

WHEREAS, Chesapeake Exploration, ^{L.L.C. JCH} LP (hereinafter referred to as "Lessee") is successor in interest to Dale Resources, LLC; and

WHEREAS Lessor and Lessee desire to amend the Leases and hereby agree that the royalty provisions in paragraph 10(M) of each Lease are hereby stricken in their entirety and replaced by the following paragraph 10(M) in each Lease:

"The royalties accruing to and payable to each Lessor under the terms of this Lease shall be owned by each Lessor based on each Lessor's ownership of the minerals in the individual tracts covered by this Lease."

NOW, THEREFORE, except as amended and modified herein, the Leases shall remain in full force and effect, and Lessor hereby GRANTS, LEASES and LETS the premises covered by the Leases unto Lessee, its successors and assigns, under all the terms, provisions, and conditions of the Leases, as herein amended and ratified.

This First Amendment of Oil, Gas and Mineral Leases may be executed in multiple counterparts, each of which will constitute an original instrument, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, this instrument is executed this 25 day of Feb., 2009, but is made effective for all purposes as of April 26, 2006.

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THE STATE OF TEXAS §
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County of Colfax
State of NM
Commission Expires 3-31-2012
Rebecca S. Murphy

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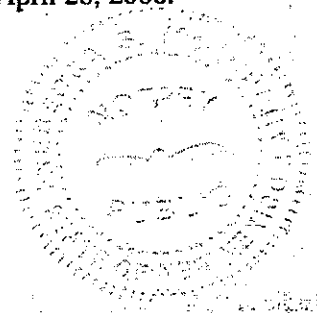
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County of Collin
State of TX
Commission Expires 3-31-2012
Rebecca S. Murphy



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FIRST AMENDMENT OF OIL, GAS AND MINERAL LEASES

THE STATE OF TEXAS

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WHEREAS, on the 26th day of April, 2006, Robert Haltom; Jane Haltom Cote; Dana Haltom Freese; June Morton McAllister, individually and as Independent Executrix of the Estate of Theodore F. Morton, Jr.; Theodore F. Morton III; Edwin Morton; Cara Morton; Julia Morton Huber; Hazelwood Partners, L.P., a Texas limited partnership; Edna Hibbitts; Edna Wright; William Porter Hibbitts; and John M. Hibbitts (hereinafter sometimes collectively referred to as "Lessor") and Dale Resources, LLC entered into two certain Oil, Gas and Mineral Leases (the "Leases") covering the lands therein described located in Tarrant County, Texas; and

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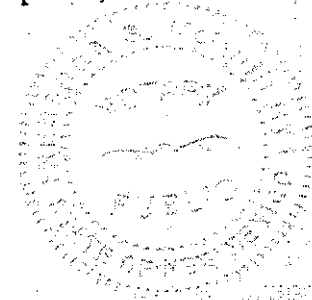
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State of TX
Commission Expires 3-31-2012
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OPN
by P.O.W.
for
EDNA
HIBBITTS
EDNA WRIGHT
WILLIAM
PORTER
HIBBITTS
& JOHN M.
HIBBITTS

OPN
for
HAZELWOOD
PARTNERS LP

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L.P.C. [Signature]

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LESSOR:



Robert Haltom

Jane Haltom Cote

Dana Haltom Freese

June Morton McAllister, individually and as
Independent Executrix of the Estate of Theodore
F. Morton, Jr.

Theodore F. Morton III

Edwin Morton

Cara Morton

Estate of Julia Morton Huber, by William Haltom
Huber, Co-executor

LESSOR:

Robert Haltom

Jane Haltom Cote
Jane Haltom Cote

Dana Haltom Freese

June Morton McAllister, individually and as
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Cara Morton

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Jane Haltom Cote

Dana Haltom Freese

Dana Haltom Freese

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Theodore F. Morton III

Edwin Morton

Cara Morton

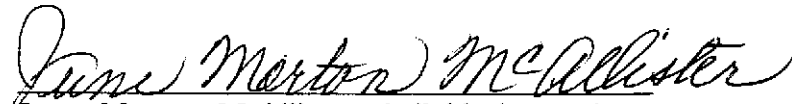
Estate of Julia Morton Huber, by William Haltom
Huber, Co-executor

LESSOR:

Robert Haltom

Jane Haltom Cote

Dana Haltom Freese


**June Morton McAllister, individually and as
Independent Executrix of the Estate of Theodore
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Theodore F. Morton III

Edwin Morton

Cara Morton

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Huber, Co-executor**


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Theodore F. Morton III

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Cara Morton

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LESSOR:

Robert Haltom

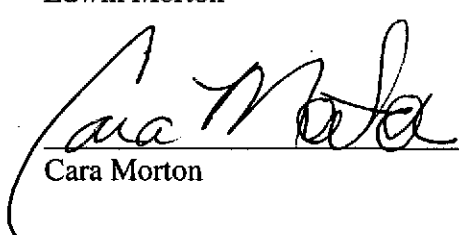
Jane Haltom Cote

Dana Haltom Freese

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Edwin Morton



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LESSOR:

Robert Haltom

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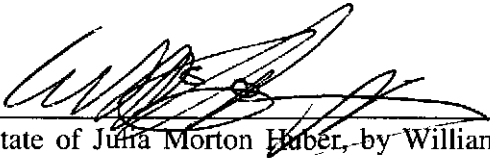
Dana Haltom Freese

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F. Morton, Jr.


Theodore F. Morton III

Edwin Morton

Cara Morton



Estate of Julia Morton Huber, by William Haltom
Huber, Co-executor


Estate of Julia Morton Huber, by Joe Minton, Jr.,
Co-executor



Hazelwood Partners, L.P., a Texas limited
Partnership

By: Newberry Management, L.L.C., its sole
General Partner

By: _____
O. P. Newberry III, Manager

Edna Hibbitts by O. P. Newberry III, attorney-in-
fact

Edna Wright by O. P. Newberry III, attorney-in-fact

William Porter Hibbitts by O. P. Newberry III,
attorney-in-fact

John M. Hibbitts by O. P. Newberry III, attorney-in-
fact

Estate of Julia Morton Huber, by Joe Minton, Jr.,
Co-executor

Hazelwood Partners, L.P., a Texas limited
Partnership

By: Newberry Management, L.L.C., its sole
General Partner

By: OPNEWBERRY III
O. P. Newberry III, Manager

OPNEWBERRY III
Edna Hibbitts by O. P. Newberry III, attorney-in-
fact

OPNEWBERRY III
Edna Wright by O. P. Newberry III, attorney-in-fact

OPNEWBERRY III
William Porter Hibbitts by O. P. Newberry III,
attorney-in-fact

OPNEWBERRY III
John M. Hibbitts by O. P. Newberry III, attorney-in-
fact

LESSEE:

Chesapeake Exploration, L.L.C., successor by merger to Chesapeake Exploration Limited Partnership

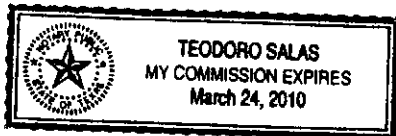
By: _____

Henry J. Hood
Senior Vice President - Land & Legal

Its: and General Counsel

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 26 day of April, 2009, by Robert Haltom, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Teodoro Salas

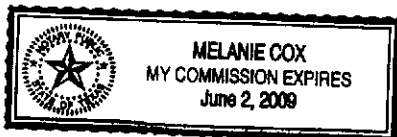
Notary Public for the State of Texas

Teodoro Salas

Printed Name of Notary

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 23RD day of FEBRUARY, 2009, by Jane Haltom Cote, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Melanie Cox

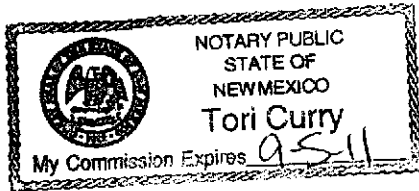
Notary Public for the State of Texas

MELANIE COX

Printed Name of Notary

STATE OF ^{New Mexico} ~~TEXAS~~ §
COUNTY OF ^{Taos} ~~TARRANT~~ §

This instrument was acknowledged before me on the 18 day of Feb., 2009, by Dana Haltom Freese, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Tori Curry
Notary Public for the State of ~~Texas~~ New Mexico
Tori Curry
Printed Name of Notary

STATE OF NEW MEXICO §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009, by June Morton McAllister, individually and as Independent Executrix of the Estate of Theodore F. Morton, Jr., known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.

Notary Public for the State of New Mexico

Printed Name of Notary

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

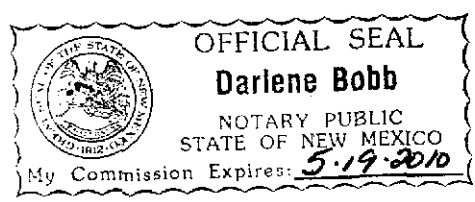
This instrument was acknowledged before me on the 23rd day of February 2009, by Dana Haltom Freese, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.

Notary Public for the State of Texas

Printed Name of Notary

STATE OF NEW MEXICO §
 §
COUNTY OF LINCOLN §

This instrument was acknowledged before me on the 23rd day of February 2009, by June Morton McAllister, individually and as Independent Executrix of the Estate of Theodore F. Morton, Jr., known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Darlene Bobb
Notary Public for the State of New Mexico

Darlene Bobb
Printed Name of Notary

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19th day of FEBRUARY, 2009, by Theodore F. Morton, III, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Melanie Cox
Notary Public for the State of TEXAS

MELANIE COX
Printed Name of Notary

STATE OF CALIFORNIA §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009, by Edwin Morton, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.

Notary Public for the State of California

Printed Name of Notary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Luis Obispo

On 02/28/2009 before me, Alisa Kahrman-Holloway, Notary Public

personally appeared Edwin Morton



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document First Amendment of oil, gas & mineral leases

Title or Type of Document: See doc. & page 2

Document Date: 02/28/09 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

STATE OF NEW MEXICO §
 §
COUNTY OF Colfax §

This instrument was acknowledged before me on the 25 day of Feb., 2009, by Cara Morton, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.

Rebecca S. Murphy
Notary Public for the State of New Mexico
Rebecca S. Murphy
Printed Name of Notary

STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009, by William Haltom Huber, Co-executor of the Estate of Julia Morton Huber, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.

Notary Public for the State of _____

Printed Name of Notary

STATE OF NEW MEXICO §
 §
COUNTY OF _____ §


This instrument was acknowledged before me on the _____ day of _____, 2009, by Cara Morton, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.

Notary Public for the State of New Mexico

Printed Name of Notary

STATE OF Texas §
 §
COUNTY OF Tarrant §

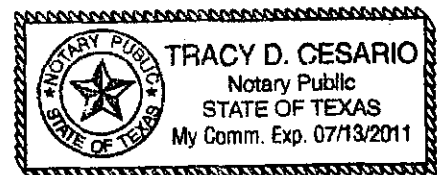
This instrument was acknowledged before me on the 18th day of Feb., 2009, by William Haltom Huber, Co-executor of the Estate of Julia Morton Huber, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Notary Public for the State of Texas

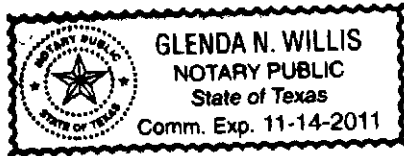
Tracy D Cesario

Printed Name of Notary



STATE OF Texas §
COUNTY OF Tarrant §
§

This instrument was acknowledged before me on the 18th day of February, 2009, by Joe Minton, Jr., Co-executor of the Estate of Julia Morton Huber, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Glenda Willis
Notary Public for the State of Texas
Glenda Willis
Printed Name of Notary

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 17th day of FEBRUARY 2009, by O. P. Newberry, III, Manager of Newberry Management, L.L.C., a Texas limited liability company, sole general partner of Hazelwood Partners, L.P., a Texas limited partnership, on behalf of said limited liability company, on behalf of said limited partnership.



Melanie Cox
Notary Public for the State of Texas
MELANIE COX
Printed Name of Notary

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

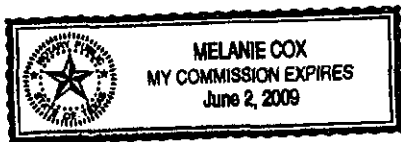
This instrument was acknowledged before me on the 17th day of FEBRUARY 2009, by O. P. Newberry, III, attorney-in-fact for Edna Hibbitts, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Melanie Cox
Notary Public for the State of Texas
MELANIE COX
Printed Name of Notary

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 17th day of FEBRUARY, 2009, by O. P. Newberry, III, attorney-in-fact for Edna Wright, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Melanie Cox
Notary Public for the State of Texas

MELANIE COX
Printed Name of Notary

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 17th day of FEBRUARY, 2009, by O. P. Newberry, III, attorney-in-fact for William Porter Hibbitts, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Melanie Cox
Notary Public for the State of Texas

MELANIE COX
Printed Name of Notary

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 17th day of FEBRUARY, 2009, by O. P. Newberry, III, attorney-in-fact for John M. Hibbitts, known to me personally or proved to me on the basis of satisfactory evidence, for the purposes and consideration therein represented.



Melanie Cox
Notary Public for the State of Texas
MELANIE COX
Printed Name of Notary

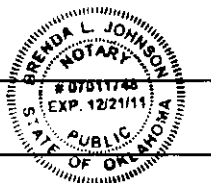
ACKNOWLEDGMENT

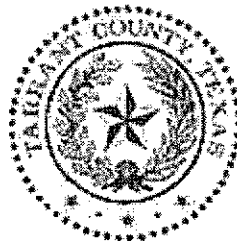
STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 18th day of May, 2009, by Henry J. Hood, as Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.

Brenda L. Johnson
Notary Public

My Commission Expires: _____
My Commission Number: _____





MATTHEW T TAPLETT ESQ
306 W 7TH ST SUITE 901

FT WORTH TX 76102

Submitter: POPE HARDWICKE CHRISTIE SHELL KELLY RAY

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 06/03/2009 03:44 PM

Instrument #: D209147775

LSE 29 PGS

\$124.00

By: _____



D209147775

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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